

EDMUND R. LEARNED, P.A.  
ATTORNEY AT LAW  
SUITE 442, R. H. GARVEY BUILDING  
300 WEST DOUGLAS  
WICHITA, KANSAS 67202-2908  
316/261-5311

December 21, 1990

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Attention: Document for recordation

Dear Secretary:

I have enclosed two original counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Certificate as to the Bi-lateral Agreement (Lease), a primary document, dated October 1, 1988.

The names and addresses of the parties to the document are as follows:

Lessor: Northwestern Oklahoma Railroad Co., One Foxfield Square, Suite 200, St. Charles, Illinois 60174.

Lessee: B C Rail, Ltd., 221 West Esplanade, North Vancouver, British Columbia, Canada, V6B 4X6.

A description of the equipment covered by the document follows:

Fifty-eight (58) railroad boxcars with railroad car marks NOKL 88250 through NOKL 88304.

A recording fee of \$15.00 is enclosed. Please return one of the original counterparts stamped with the recording information to me.

A short summary of the document follows: Certificate as to the Bi-Lateral Agreement (Lease) Northwestern Oklahoma Railroad Co., an Oklahoma railroad corporation, as Lessor, One Foxfield Square, Suite 200, St. Charles, Illinois 60174 and B C Rail, Ltd, a corporation organized under the laws of the Province of British

0-360A002

17143

DEC 24 1990 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

DEC 24 10 59 AM '90  
MOTOR RECORDING UNIT

Chad L. Ebel  
C. Quinter

Interstate Commerce Commission  
December 21, 1990  
Page 2

Columbia, as Lessee, 221 West Esplanade, North Vancouver, British Columbia, Canada, V6B 4X6 granting use rights on Fifty-eight railroad boxcars with railroad car marks NOKL 88250 through NOKL 88304 which was dated October 1, 1988.

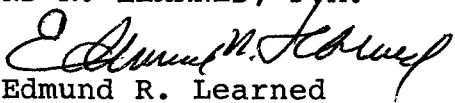
I am an attorney for the Lessor of the said cars. Please call me at (316) 261-5311 if you have any questions.

Thank you very much.

Sincerely yours,

EDMUND R. LEARNED, P.A.

By

  
Edmund R. Learned

ERL/ms

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

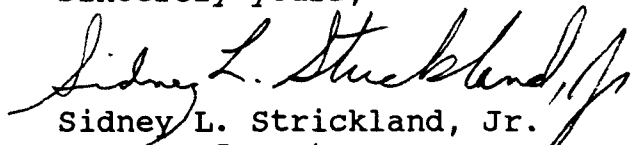
12/24/90

Edmund R. Learned, FA  
Suite 442, R.H. Garvey Building  
300 West Douglas  
Wichita, Kansas 67202-2908

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/24/90 at 11:05AM, and assigned recordation number(s). 17143, 17144 and 15895-B

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

17143  
RECORDATION NO. 17143 FILED 1425

DEC 24 1990 - 11 05 AM

INTERSTATE COMMERCE COMMISSION

CERTIFICATE

AS TO

BI-LATERAL AGREEMENT

(LEASE)

DATED OCTOBER 1, 1988

BETWEEN

NORTHWESTERN OKLAHOMA RAILROAD CO.,  
as Lessor

AND

B C RAIL, LTD.  
as Lessee

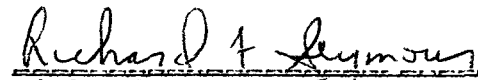
Filed and recorded with the Interstate Commerce Commission  
pursuant to the Interstate Commerce Act, 49 U.S. C. §11303 on  
the 24 of December, 1990, at 11 05 .m.,  
Recordation No. 17143.

CERTIFICATE

WHEREAS, Northwestern Oklahoma Railroad Co., an Oklahoma railroad corporation (hereinafter referred to as the "Lessor") and B C Rail, Ltd., a corporation organized under the laws of the Province of British Columbia, Canada (hereinafter referred to as the "Lessee") are parties to that certain Bi-Lateral Agreement comprised of the agreement, a true and correct copy of which is attached hereto as Exhibit 1 and a supplemental letter, a true and correct copy of which is attached hereto as Exhibit 2, each dated October 1, 1988 (hereinafter called the "Lease", which provides for the lease by Lessor to Lessee of Fifty-eight railroad boxcars bearing road numbers NOKL 88250 to NOKL 88304 inclusive; and

WHEREAS, Richard F. Seymour, as President of the Lessor, makes this certificate on behalf of Lessor pursuant to authority granted to him by the Board of Directors of Lessor.

I, Richard F. Seymour, President of Northwestern Oklahoma Railroad Co., the Lessor, hereby certifies that the attached Exhibit 1 and Exhibit 2 are true and complete copies of the Bi-Lateral Agreement and supplemental letter to the Bi-Lateral Agreement, each dated October 1, 1988 by and between Northwestern Oklahoma Railroad Co., as Lessor and B C Rail, Ltd, as Lessee, the originals of which appear to be misplaced or lost .

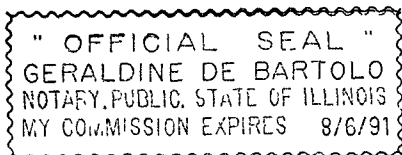
  
Richard F. Seymour

State of Illinois)  
) SS  
County of De Page)

On this 20<sup>th</sup> day of December, 1990, before me appeared Richard F. Seymour, to me personally known, who being by me duly sworn, did say that he is the President of Northwestern Oklahoma Railroad Co., an Oklahoma railroad corporation, and that the foregoing instrument was signed and sworn to by him on the day and year first above written.

My commission/appointment expires:

Geraldine De Bartolo  
Notary Public



BI-LATERAL AGREEMENT

Agreement made and entered into this 1st day of October, 1988 between Northwestern Oklahoma Railroad Co. a corporation (hereinafter called "NOKL") and B. C. Rail, Ltd. (hereinafter called "BCR").

1. NOKL agrees to provide BCR the use of up to 58 plate "C" boxcars in series 88250-88307 for a 60 month period.

2. BCR agrees to pay full per diem on this equipment based upon attached appendix R effective 9/1/82 of the Official Railway Equipment Register, except that it may claim a maximum of 10 days reclaim per car per month, not to exceed 120 days per year. Cars will be dedicated to international service and will be operated under AAR car service directive No. 145.

3. BCR shall make no charge for storage of the cars on the BCR and agrees to move cars free of charge to any BCR interchange point after termination of this agreement. NOKL agrees to remove cars from BCR within 90 days after date of termination.

4. NOKL is responsible for normal wear and tear and provisions of the AAR interchange rules, including those applicable to destroyed cars, shall apply to this agreement to the extent that they are not in conflict with the express provisions of this agreement.

5. If at anytime during the term of this agreement, the car hire or car service rules of the Association of American Railroads shall be terminated or amended in any material respect, the NOKL shall have the right to terminate this agreement on 30 days written notice to BCR.

6. NOKL shall be liable for any taxes, fees, tariffs, penalties imposed or levied by, upon or in connection with the cars or this agreement by the United States government or any government in the United States. BCR shall be liable for any taxes, duties, fees, tariffs, penalties imposed or levied upon or in connection with this agreement by the Canadian government in Canada or any government except the United States government or any government in the United States.

M. M. Stinson  
WITNESS

A. C. Hargison  
B. C. RAIL LTD.

Dail M. Stinson  
WITNESS

John Paul  
NORTHWESTERN OKLAHOMA RAILROAD CO.

October 1, 1988

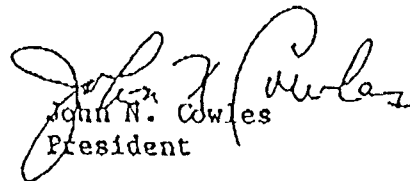
B. C. Rail, Ltd.  
P.O. Box 8770  
Vancouver, BC V6B 4X6

Attention: B. McIntosh  
Chief of Transportation

The following will confirm our mutual agreement to the following understandings affecting the Bi-lateral Agreement dated 10/1/88 between NOKL and BCR, which covers the use of 58 boxcars in series NOKL 88250-307.

1. It is agreed that BCR will suppress all car hire in the month earned. NOKL will audit each car hire month 90 days after month end to determine if each car in active service during the month earned a minimum of 20.42 days per diem. Any shortfall below 20.42 days will be paid by BCR to NOKL within 10 days after receipt of invoice from NOKL. All per diem earned in excess of 20.42 days will be paid to BCR by NOKL within 100 days after car hire month earned. All payments to be made in U.S. funds.
2. BCR will have the first option to retain the cars if the agreement is terminated per paragraph #5 in connection with any proposed rental or assignment agreement to be entered into within thirty (30) calendar days after such termination by meeting the terms and conditions which have been submitted to NOKL by any third party in a bonafide proposed rental or assignment agreement. Such option is exercisable by receipt by NOKL of notice of election by BCR within 10 calendar days after receipt of notice by BCR from NOKL of the proposed terms and conditions.

Sincerely,

  
John N. Cowles  
President

JNC/bau

*AKH*